

of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCIm subscriber expressly directs MCIm to disclose such information to SWBT pursuant to the requirements of Section 222(c)(2) of the Act. If SWBT seeks and obtains written approval to use or disclose such CPNI from MCIm's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, SWBT may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that SWBT has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. Similarly, CPNI related to SWBT's subscribers obtained by virtue of Interconnection shall be SWBT's proprietary information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the SWBT subscriber expressly directs SWBT to disclose such information to MCIm pursuant to the requirements of Section 222(c)(2) of the Act. If MCIm seeks and obtains written approval to use or disclose such CPNI from SWBT's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, MCIm may use or disclose only such information as SWBT provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. The Parties acknowledge that an individual end user may simultaneously seek to become or be a subscriber of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use subscriber-specific information lawfully obtained from end users or sources other than the Disclosing Party.

21.3 Unless otherwise agreed in writing, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter.

21.4 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews.

21.5 Except as otherwise expressly provided in this Section 21, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under any applicable law, including without limitation Section 222 of the Act.

## Section 22. Audits and Examinations

22.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement. **MCIm may perform up to four Audits per 12-month period commencing with the Effective Date. MCIm may perform Examinations as MCIm deems necessary.**

22.2 Subject to 22.1 above, upon thirty (30) days written notice by MCIm to SWBT, MCIm shall have the right through its authorized representatives to make an Audit or Examination, during normal business hours, subject to SWBT's reasonable security requirements, of any records, accounts and processes which contain information related to the services provided **and performance standards agreed to** under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. SWBT agrees to provide Audit or Examination support, including appropriate access to and use of SWBT's facilities (e.g., conference rooms, telephones, copying machines, fax machines). Copying and fax machines, to the extent readily available, shall be provided at reasonable cost.

22.3 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extractions required by MCIm to conduct the Audit or Examination will be paid for by MCIm. For purposes of this Section 22.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to MCIm's specifications and at MCIm's expense, MCIm shall specify at the time of request whether the program is to be retained by SWBT for reuse for any subsequent MCIm Audit or Examination.

22.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from SWBT's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. **The highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of any overcharge to the day of adjustment, credit or payment.**

22.5 Neither such right to examine and audit nor the right to receive an adjustment, credit or payment shall be affected by any statement to the contrary

appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, and is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

22.6 This Section 22 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 23. Dispute Resolution Procedures

**23.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.**

**23.2 No claims shall be brought for any billing disputes arising under this Agreement more than twenty-four (24) months from the date of occurrence which gives rise to the dispute.**

**23.3 In the event dispute resolution by the Commission or other authority is sought, the prevailing Party shall recoup its attorney's fees from the unsuccessful Party.**

Section 24. Bona Fide Request Process for Further Unbundling

The Parties recognize that MCIIm may seek further unbundling or the introduction of new Network Elements. Accordingly, MCIIm may request such new unbundled Network Elements from time to time by submitting a request in writing ("Bona Fide Request") as set forth in the Network Element Bona Fide Request process included as Attachment XI.

Section 25. Taxes

25.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on or with respect to the services provided by or to such Party, except for any Tax on either party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing party shall furnish the providing party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate.

25.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then (i) the providing party shall bill the purchasing party for such Tax, (ii) the purchasing party shall remit such Tax to the providing party and (iii) the providing party shall remit such collected Tax to the applicable taxing authority.

25.3 If the providing party fails to collect any Tax as required herein, then, as between the providing party and the purchasing party, (i) the purchasing party shall remain liable for such uncollected Tax and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing party fails to pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

## **Section 26. Responsibility for Environmental Contamination**

**26.1 In the event any suspect materials within SWBT-owned, operated or leased facilities are identified to be asbestos-containing, MCIm will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCIm activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by**

**MCIm or equipment placement activities that result in the generation of asbestos-containing material, MCIm shall not have any responsibility for managing, not be the owner of, and not have any liability for or in connection with any asbestos-containing material. SWBT agrees to immediately notify MCIm if SWBT undertakes any asbestos control or asbestos abatement activities that potentially could affect MCIm equipment or operations, including, but not limited to, contamination of equipment.**

26.2 MCIm acknowledges that, from time to time, environmental contaminants may be present on property owned, leased, or otherwise occupied or used by SWBT.

26.3 MCIm may, at its expense, and in a reasonable time, place and manner perform such inspections and tests of facilities occupied by or assigned to MCIm as MCIm may deem necessary to determine the presence of environmental contaminants at such sites. SWBT will assist MCIm, at MCIm's request and expense, in the performance of such inspections and tests.

26.4 SWBT makes no representations to MCIm or personnel performing work on MCIm's behalf that any of the property owned, leased, or otherwise occupied or used by SWBT will be free from environmental contaminants at any particular time. MCIm or personnel acting on MCIm's behalf shall take reasonable precautions to independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.

26.5 Each Party shall promptly notify the other of environmental contaminants known by such Party to be present within or in the vicinity of facilities occupied or assigned to MCIm if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the property or (2) the physical condition of the other party's facilities placed or to be placed upon the property.

26.6 MCIm and SWBT agree that the Parties' facilities placed upon property owned, leased, or otherwise occupied or used by SWBT shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state and local environmental statutes, ordinances, rules, regulations.

26.7 Each Party agrees to indemnify, defend, and hold the other Party and their respective officers, directors, employees and agents from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses

(including attorney fees and costs) that arise from the introduction, placement, or release of any environmental hazard or alleged or actual violation of applicable law by the Indemnifying Party. These indemnity obligations shall survive termination of this Agreement whether such termination results from expiration of the lease term, default, or otherwise.

#### Section 27. Technology Upgrades

Subject to any limitations contained in this Agreement, including Section 1.2 of this Part A, either Party may upgrade its network through the incorporation of new equipment, new software, or otherwise. Each Party shall provide the other Party written notice in accordance with Section 251(c)(5) of the Act and the FCC's Rules and Regulations prior to the incorporation of any such upgrades in its network which will materially impact the other Party's service. The Party upgrading its network shall be solely responsible for the cost and effort of accommodating such change in its own network.

#### Section 28. Law Enforcement

SWBT and MCIIm shall handle law enforcement requests as follows:

28.1 Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers, not including subpoenas and court orders. When either Party receives such a voluntary request associated with a subscriber of the other Party, it shall refer such request to the Party that serves such subscriber. If a Party receives a court order or other valid legal process directing the receiving Party to attach a pen register, trap-and-trace, or form of intercept on the Party's facilities, that Party shall comply with the court order or valid legal process.

28.2 Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows or determines to be a subscriber of the other Party, it shall promptly inform the issuing law enforcement official or agency that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the subscriber's service provider, in which case the Party will respond to any valid subpoena.

Section 29. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 30. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect. If the reason for such invalidity ceases to exist, the affected portions of this Agreement shall be restored to full force and effect.

Section 31. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 32. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire Agreement on the specific matters referenced herein, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 33. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 34. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

**MCImetro Access Transmission  
Services, Inc.**

**Southwestern Bell Telephone  
Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**PART B -- DEFINITIONS**

“ASR” (ACCESS SERVICE REQUEST) mean the widely accepted industry forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCIm and SWBT for Local Interconnection.

“ACCESS SERVICES” refers to interstate and intrastate interexchange-switched access and special access services.

“ACT” means the Communications Act of 1934 (47 U.S.C. 153 ( R )), as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

“Advanced Intelligent Network” (AIN) is a service independent network architecture that provides capabilities for creation of custom telecommunications services that are invoked by SS7 messages from a switch to a Service Control Point database.

“Affiliate” is as defined in the Act.

“AMA” means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

“AS DEFINED IN THE ACT” means as specifically defined by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“AS DESCRIBED IN THE ACT” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“AUTOMATIC ROUTE SELECTION” (ARS) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

“BUSY LINE VERIFY/BUSY LINE INTERRUPT” (BLV/BLI) means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

“CARRIER ACCESS BILLING SYSTEM” (CABS) means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-

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001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CENTRAL OFFICE SWITCH" means a single switching entity within the public switched network, including the following:

"END OFFICE SWITCH" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks or other customer station loops.

"TANDEM OFFICE SWITCH" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between SWBT end offices and MCI's premises.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class/Class4).

"CLASS FEATURES" (Bellcore Service ) Custom Local Area Signaling Services means a group of C.C.S.-based features dependent upon forwarding a calling party's number between end offices as part of call setup available to end users. Features include, but are not limited to, Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

"CLEC" means Competitive Local Exchange Carrier.

"COMBINATIONS" means provision by SWBT of two or more connected Network Elements ordered by MCI to provide its telecommunication services in a geographic area or to a specific subscriber and that are placed on the same order by MCI.

"COMMISSION" means the Missouri Public Service Commission.

"COMMON CHANNEL SIGNALING" (C.C.S.) denotes a high speed packet switched communications network which is separate (out-of-band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or data base-related services between signaling points in the C.C.S. network.

"CONDUIT" means a tube or protected pathway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

"CONFIDENTIAL INFORMATION" has the same meaning set forth in Section 21 of Part A--General Terms.

"CONTRACT YEAR" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

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PART B

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"COMMISSION" means the Texas Public Utility Commission or Texas PUC.

"COMMON CHANNEL SIGNALING" (C.C.S.) denotes a high speed packet switched communications network which is separate (out-of-band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or data base-related services between signaling points in the C.C.S. network.

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"CONFIDENTIAL INFORMATION" has the same meaning set forth in Section 21 of Part A--General Terms.

"CONTRACT YEAR" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

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“CONTROL OFFICE” is an exchange carrier center or office designated as its company's point of contact for the provisioning and maintenance of its portion of local interconnection arrangements within an exchange area.

“CUSTOM CALLING FEATURES” -- Set of call-management service features available to residential and single-line business customers including Call-Waiting, Call Forwarding and Three-Way Calling.

“DIALING PARITY” is as defined in the Act.

“DIGITAL SIGNAL LEVEL” means one of several transmission rates in the time-division multiplex hierarchy.

“DIGITAL SIGNAL LEVEL I” (DSI) means the 1.544 Mbps first-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DSI is defined as the initial level of multiplexing.

“DIGITAL SIGNAL LEVEL3 (DS3) means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

“DISCLOSER” means that party to this Agreement which has disclosed Confidential Information to the other party.

“EFFECTIVE DATE” is the date indicated in Part A on which the Agreement shall become effective.

“EMR” (EXCHANGE MESSAGE RECORD SYSTEM) means the exchange message record system used by SWBT for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the recommended format for exchange message records.

“END USER” denotes any customer of or subscriber to communications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.

“EXCHANGE” denotes a unit, generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications

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service within that area. One or more designated exchanges comprise a give Local Access and Transport Area.

"EXCHANGE ACCESS" is as defined in the Act.

"EXCHANGE AREA" means a geographical area define in SWBT current tariffs effective June 1996 as an exchange local calling area.

"EXCHANGE MESSAGE RECORD" (EM) means the standard used for exchanging Telecommunications message information for billable, non-billable sample, settlement and study data. EMR specifications are contained in BR-0-0-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"FCC" means the Federal Communications Commission.

"FCC INTERCONNECTION ORDER" is the Federal Communications Commission's First Report and Order in CC Docket No.96-98 released August 8, 1996.

"FIBER -MEET" means an interconnection method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, limited to interconnection trunks only.

"INCUMBENT LOCAL EXCHANGE CARRIER (ILEC)" is as defined in the Act.

"INTERCONNECTION" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access Traffic.

"INTERCONNECTION POINT" (IP) is a mutually agreed upon point of demarcation where the networks of SWBT and MCIm interconnect for the exchange of Traffic.

"INTERIM NUMBER PORTABILITY" (INP) is as described in the Act.

"INTERLATA" is as defined in the Act.

"INTRALATA TOLL TRAFFIC" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

"LOCAL ACCESS AND TRANSPORT AREA" (LATA) is as defined in the Act.

"LOCAL TRAFFIC" for purposes of intercompany compensation, means traffic that originates and terminates between or among end users within a SWBT local calling area as defined in SWBT tariffs and any successor tariffs, including SWBT mandatory local calling scope arrangements between SWBT exchanges, but excluding Optional SWBT EAS areas and EAS arrangements

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service within that area. One or more designated exchanges comprise a give Local Access and Transport Area.

"EXCHANGE ACCESS" is as defined in the Act.

"EXCHANGE AREA" means a geographical area define in SWBT current tariffs effective June 1996 as an exchange local calling area. For example, Dallas, Ft. Worth, Houston, San Antonio, Austin and Corpus Christi are each separate Exchange Areas.

"EXCHANGE MESSAGE RECORD" (EM) means the standard used for exchanging Telecommunications message information for billable, non-billable sample, settlement and study data. EMR specifications are contained in BR-0-0-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

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between SWBT and other ILECs or LSPs. SWBT mandatory Local Calling Scope is an arrangement that requires end users to subscribe to a local calling scope beyond their basic exchange serving area. In no event shall the Local Traffic area for purposes of billing for termination of local calls between the Parties be decreased during the term of an agreement executed pursuant to this Agreement.

"LOCAL EXCHANGE CARRIER" (LEC) is as defined in the Act.

"LSP" (LOCAL SERVICE PROVIDER) means any person that is engaged in the provision of telephone exchange service or exchange access.

"MCI" means MCI Telecommunications Corporation.

"MCIm" means MCImetro Access Transmission Services, Inc.

"MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

"MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for *access service* which is to be provided by two or more. It is published by Bellcore as SR BDS-000983.

"MEET-POINT BILLING" (MPB) refers to a billing arrangement whereby two or more Telecommunications Carriers jointly provide for switched access service to an IXC, with each Telecommunications Carrier receiving an appropriate share of its switched access revenues as defined by its effective access.

"NETWORK ELEMENT BONA FIDE REQUEST" means the process described in Attachment XI that prescribes the terms and conditions relating to a party's request that the other Party provide a Network Element.

"NORTH AMERICAN NUMBERING PLAN" (NANP) means the numbering plan used in the United States, Canada, and certain Caribbean countries. It denotes the three digit Number Plan Area code and a seven digit telephone number made up of a three digit NXX plus a four digit line number.



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"NUMBERING PLAN AREA" (NPA) (sometimes referred to as an area code). Is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA" also known as a "Service Access code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NUMBER PORTABILITY" (NP) is as defined in the Act.

"NXX" or "NXX CODE" is the three digit code which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North American Numbering Plan ("NANP")

"OPTIONAL EAS" (between SWBT exchanges only) as used in this Agreement means the geographic areas throughout which end users can pay a distinct charge to enlarge their flat-rate calling scope. Optional SWBT EAS need not be distinguished from Local Traffic for the purposes of routing and transmission of traffic over the network, but is distinguished from Local Traffic for purposes of Reciprocal Compensation.

"ORDERING AND BILLING FORUM" (OBF) means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATI S).

"P.01 TRANSMISSION GRADE OF SERVICE (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"PARTY" means either SWBT or MCIIm, and "PARTIES" means SWBT and MCIIm.

"PERCENT LOCAL USAGE" (PLU) is a calculation which represents the ratio of the local minutes of use to the sum of local and intraLATA Toll minutes of use between telecommunications providers sent over Local Interconnection Trunks.

"POLE ATTACHMENT" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

"POP" means an IXC's point of presence.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence.

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“RECIPIENT” means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

“RESELLER” is a category of Local Service Providers who obtain dial tone and associated telecommunications services from another provider through the purchase of wholesale priced services for resale to their end user customers.

“RIGHT OF WAY” (ROW) means the right to use the land or other property of another Party to place poles, conduits, cables, and other structures and equipment, or to provide passage to access to such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

“SECAB” means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

“SERVICE CONTROL POINT” (SCP) refers to a node in the CCS network that provides a database functionality.

“SERVICE SWITCHING POINT” (SSP) refers to a signaling point that can launch queries to databases and receive/interpret responses used to provide specific end user services.

“SELECTIVE ROUTING” is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

“SIGNAL TRANSFER POINT” (STP) refers to a packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. An STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks. SWBT's signaling network includes mated pairs of local and regional STPs.

“SIGNALING LINK” refers to an end-to-end high-capacity data link that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets. Signaling links provide physical interconnection between signaling points of another party and SWBT STPs.

“SIGNALING POINT” (SP) refers to a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

“SIGNALING POINT CODE” (SPC) refers to an identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24 bit binary

PART B

numbers comprised of three segments: the Network Identification, the Network Cluster, and the Member number within the cluster. Signaling Point Codes are represented digitally as AAA-AAA-AAA, where AAA represents a digital number from 000 to 255.

“SIGNALING POINT OF INTERFACE” (SPOI) refers to a mutually agreed point at which SWBT hands off signaling information to MCI.

“SIGNALING SYSTEM 7 (SS7) PROTOCOL” refers to the signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by SWBT is the American National Standards Institute (ANSI) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-Core, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the SWBT Technical Publication TP76638.

“SWBT” means Southwestern Bell Telephone Company.

“SWITCH” -- See Central Office Switch.

“SWITCH EXCHANGE ACCESS SERVICE” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include, but are not necessarily limited to: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

“SYNCHRONOUS OPTIONAL NETWORK” (SONET) denotes a set of international standards for the interconnectivity and interoperability of fiber optic based transmission systems.

“TANDEM OFFICE SWITCHES” which are Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

“TECHNICALLY FEASIBLE POINT” is as described in the Act.

“TELECOMMUNICATIONS” is as defined in the Act.

“TELECOMMUNICATIONS ACT” or “ACT” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“TELECOMMUNICATIONS CARRIER” is as defined in the Act.

“TELECOMMUNICATIONS SERVICE” is as defined in the Act.

“TELEPHONE EXCHANGE SERVICE” is as defined in the Act.

“TELEPHONE TOLL SERVICE” is as defined in the Act.

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“VOLUNTARY FEDERAL CUSTOMER FINANCIAL ASSISTANCE PROGRAMS” are programs whereby Telecommunications Services are provided to low-income subscribers at below tariffed rates, pursuant to requirements established by the appropriate state regulatory body.

“WIRE CENTER” denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.



# I

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**Key:** Regular Text = MCI/m/SWBT negotiated language; **Bold Text** = MCI/m language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = SWBT language disagreed to by MCI/m.

## ATTACHMENT I

### PRICE SCHEDULE

#### 1. General Principles

1.1 All rates provided under this Agreement are **interim** rates and shall remain in effect until further action is taken by the Commission.

1.2 Once action is taken by the Commission establishing permanent rates, the parties will use the permanent rates instead.

1.3 **Except as otherwise specified in this Agreement, SWBT shall be responsible for all costs and expenses it incurs in; (1) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Missouri Commission; and, (2) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.**

1.4 *Interim rates for all types of NID interconnection shall be based on TELRIC costing principles as defined in Public Service Commission Case No. TO-97-67 and submitted to the Commission for approval.. [Missouri Award No. 7]*

1.5 *Rates for all sub-loop elements shall be developed based on TELRIC costing principles as defined in Public Service Commission Case No. TO-97-67 and submitted to the Commission for approval. [Missouri Award, No. 5]*

#### 2. Non-Discriminatory Treatment

SWBT shall offer rates to MCI on a discriminatory basis and in accordance with Part A, Sections 2.4, 13 and 19.

#### 3. Local Service Resale

The rates that MCI shall pay to SWBT for Local Resale are set forth in Attachment II.

#### 4. Interconnection and Reciprocal Compensation



4.1 The attached Table 1 to this Attachment I sets forth the interim prices that SWBT and MCIIm will charge each other for exchange of local traffic, subject to the terms and conditions set forth in Attachment IV.

## 5. Unbundled Network Elements

5.1 The attached Table 1 to this Attachment I sets forth the **interim** prices that SWBT will charge MCIIm for Unbundled Network Elements.

5.2 Except for requests that are expressly made subject to the Bona Fide Requests Process(BFR) in Attachment XI, MCIIm may order, and SWBT will provide, all unbundled Network Elements at the rates listed in Table 1 of this Attachment I during the interim pricing period. **As long as the interim prices in the attached Table 1 remain in effect, SWBT will make each Network Element, and Combination of Elements, other than BFR elements, available to MCIIm for purchase based on the combination of charges, or fraction of charges, from the Schedule of Prices that are most reasonable applicable to such element. SWBT may not collect nonrecurring charges for any Network Element that are not included on the Schedule of Prices during the interim pricing period, except as specifically provided in this Attachment I or as MCIIm may agree. SWBT may not decline to provide any Network Element, or combination of elements, other than BFR elements, during the interim pricing period on the grounds that a specific charge or rate applicable to that element is not included on the attached Schedule of Prices.**

### 5.3 UDT Mileage Measurement

5.3.1 The mileage to be used to determine the monthly rate for the I/O Transport UDT element is calculated on the airline distance between the locations involved, i.e., facility terminating points.

5.3.2 To determine the rate to be billed, SWBT shall first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, and the wire center Zone information. When the calculation results in a fraction of a mile, SWBT shall round up to the next whole mile before determining the mileage and applying the rates. The additional mileage quantity is less 1 mile from the computed mileage since the First Mile rate component includes the first mile of interoffice mileage.